

Project Description:

The City of Virginia Beach seeks to commission two artists or artist teams to each create one piece of video/digital artwork for display at the new Virginia Beach Convention Center (VBCC) in Virginia Beach, Virginia.

The space available consists of two screens of 90 feet by 9 feet, totaling 180 feet wide by 9 feet high. The video art wall will consist of a computer server, multiple DLP (digital light panel) projectors, audio speakers, and two large glass screens. The new VBCC will be constructed in two phases. The second phase will double the screen width to 360 feet. This Call to Artists addresses only the two screens in the first phase of the Convention Center's construction, an area totaling 180 feet wide by 9 feet high.

The new VBCC occupies the anchor and gateway position for the planned redevelopment of the City's Old Beach District. Design inspiration for the VBCC came from important elements of the Region's past, present and future. The soaring 150-foot tall tower of glass and steel and the elegant lobby facade recall the City's historic lighthouse, the billowing sails of colonial ships and the awe-inspiring supersonic jets that grace the skies overhead. Sweeping roof curves evoke the surf of the nearby Atlantic Ocean.

Call to Artists



REQUEST FOR PROPOSALS



City of Virginia Beach, Virginia
Virginia Beach Convention Center

Deadline: March 11, 2005



The new VBCC will offer over 500,000 gross square feet of space and will include a 150,000 square foot column-free exhibit hall, approximately 29,000 square feet of meeting space and a 31,029 square foot ballroom. Up to one million visitors annually are expected to visit the new Center. The requested work(s) will be displayed in the 90,000 square foot pre-function lobby.

In choosing the two best possible artworks for this landmark building, the City of Virginia Beach Selection Panel has identified the following primary goals for the artwork for the facility:

- Fun to watch, interesting
- Dynamic
- Could incorporate a variety of techniques including, but not limited to, moving images, interactivity, feeding off outside data sources
- Could incorporate a variety of themes including, but not limited to, congregation, discourse, geography
- Needs to be highly visible, with sufficient color contrast, to be seen from inside and outside the facility in relatively bright conditions
- Provide artistic element to the building
- Appeal to mass audience
- Uphold community standards

Project Budget

Two pieces will be commissioned and purchased. The artist's award will be \$10,000 for each of the two pieces. The artist's award includes all costs associated with the project including, but not limited to: artist's design fee, materials, fabrication costs, documentation, rights to use the works in perpetuity, and transportation of the work. In addition to the two \$10,000 artist's awards, the City of Virginia Beach will provide the cost of installation and travel expenses, not to exceed \$2,500 for each of the two pieces.

Artist Eligibility

The project is open to all artists, regardless of race, color, religion, national origin, gender, age, military status, sexual orienta-

tion, marital status, or physical or mental disability. Artist teams are eligible to apply. Applicants age 17 and under, legal guardians must be willing to consent on terms of display rights and submittal.

Selection Process

Adaptations of existing work and new work will be considered equally. Artists may be selected directly from submitted applications. The selection panel may also elect to interview a limited number of finalists from among the initial applications. Finalists may be required to develop more specific preliminary proposals prior to final selection.

The Selection Committee will select two artists or artist teams that best meet the requirements, based on the information contained in response to this Request for Proposals, references check conducted, and the information presented during any interviews conducted as part of the selection process.

The primary criteria for selection will be:

- Previous artistic accomplishment as demonstrated in CDs or DVDs of previously completed artwork
- Quality and comprehensiveness of the submission
- Conceptual statement of approach and whether it fulfills the City's primary goals of the artwork
- Artist's technical skills
- Aesthetic qualities of the artist and/or work teams as represented in the CD/DVD submissions
- Proven reliability of the work to run on the owner's platform
- Artist or design team experience

Selection Panel

The submissions will be judged by an artist selection panel consisting of citizens, representatives from the Virginia Beach Arts and Humanities Commission's Public Art Committee, the Contemporary Art Center of Virginia, art professionals, a representative from the project architect team, and City staff.

Technical Specifics of Video Wall

1. **Computer:** A computer will reside in the VBCC's audio-visual room. The application software is anticipated to be either Paltronics Video Link or Dataton Watch Out. It will output any of the following digital formats: mpg1, 2 or 4, .avi, .wmv or .wmf. Data may be delivered on DVD, RW, R or RW discs. The computer will address projectors via IP addresses using category VI cable across the building's structured cable network. All components will reside on an independent network within the building. The application will split the image, which will in turn send information to a graphics engine located at each projector.
2. **Projectors:** As many as 12 DLP projectors will be used to display art and information. Six projectors will display images on each set of 90-foot wide screens. They will be ceiling mounted in front of permanent projection screens. Projection equipment is still in the design phase and it is anticipated that they will not be purchased until just prior to installation. Since there is considerable daylight in close proximity to the screens, artists are encouraged to use vibrant colors. High contrast will make for better daytime viewing.
3. **Screens:** Two screens measuring 90 feet wide by 9 feet high each will be permanently installed on concrete knee walls in the pre-function space of the VBCC. A second pair of 90-foot screens will be added in December of 2006 when the building is fully constructed. Each screen will be comprised of approximately nine panes of glass. The glass screens will be treated with a reflective material. There is a passageway behind the screens where the public may walk to access certain areas of the facility. This passageway however will not be considered a viewing area.
4. **Audio:** Overhead speakers are planned throughout the building for general



public address. Speakers over the viewing area may be selected for an audio program. If an audio program is to accompany the video work, consideration should be given to the following: 1. Ambient noise, 2. Crowd noise, 3. Appropriateness of vocal accompaniment, 4. Work's ability to stand alone without audio, and 5. Music licensing requirements.

Application Requirements

To be considered for the Virginia Beach Convention Center Video Wall Art Project, artists must submit the following:

Each application must include:

1. Ten copies of a current resume or curriculum vitae including name, address, telephone number, e-mail address, and fax number of the one artist to receive all Request for Proposal information. The resume should be no more than three pages and printed on white paper in no less than 10-point font.
2. Representative samples of past work: One set of at least two and no more than five samples of past work on CDs or DVDs, cued or chapter marked for five minutes of viewing, numbered in the order of desired presentation and according to an annotated CD or DVD sheet, i.e. two to five work samples per application, not per participant. Each CD or DVD must be clearly labeled and include: artist's name; title of artwork; date of artwork completion; medium; and location. Up to five digital images allowed on a CD or DVD.
3. Ten copies of a project concept for the Virginia Beach Convention Center, which addresses the artist's interest in this project and a statement of approach. The statement must be submitted on white paper, not to exceed one page, and in no less than a 10-point font. Along with 10 paper copies, one additional digital copy may be submitted.

4. The artist may include up to three selections of support materials such as reviews, news articles, and other related information.
5. A self-addressed stamped envelope with sufficient postage for the return of the CDs or DVDs.

Application Deadline

The application deadline for this project is March 11, 2005. Applications not received by 5:00 p.m. on this date will be returned unopened and will not be considered. Mail or deliver applications to:

City of Virginia Beach
Bill S. Davis, Purchasing Agent
Princess Anne Executive Park
Kempsville Building, 1st Floor
2388 Court Plaza Drive
Virginia Beach, VA 23456
757.427.4438

Estimated Time Line

March 11, 2005	Application Deadline
March 2005	City Approval Process/ Award of Contracts
March – June 2005	Design of Artworks by Selected Artists
June 6, 2005	Completion and Installation of Artworks

Additional Information

For questions regarding the selection process, contact:

Pam Lingle, Communications Manager
Virginia Beach Convention and Visitors Bureau
2101 Parks Avenue, Suite 500
Virginia Beach, VA 23451
757.437.4772 • plingle@vbgov.com

For technical questions regarding the platform, or the Virginia Beach Convention Center, contact:

W. Courtney Dyer, General Manager
Virginia Beach Convention Center
1000 19th Street • Virginia Beach, VA 23451
757.437.7609 • cdyer@vbgov.com

Rules and Guidelines

The City of Virginia Beach reserves the right, as its best interests may appear, to reject any or all submissions, to reject any finalist, to waive informalities in applications or proposal, to terminate the selection process for any project without prior notice. Application to any project advertised by the City of Virginia Beach constitutes agreement to all applicable rules and guidelines.

Please do not staple or bind your application materials. Please do not submit any materials other than those listed above. Additional materials will not be shown to selection panelists. The City of Virginia Beach will retain the resumes submitted with each application. Every effort will be made to ensure the safe handling of submitted materials. However, the City of Virginia Beach will not be responsible for any loss or damage.

Virginia Beach: A City on The Move

Virginia Beach is Virginia's most populous City with over 450,000 permanent residents. It is the 38th largest city in the country and is part of the 33rd largest metropolitan region in the United States.

Virginia Beach is rapidly evolving into a year-round destination with over half of the almost three million out-of-town visitors coming between September and May. The reason for this success is that Virginia Beach has recently invested over \$300 million to enhance the resort product. This includes a new boardwalk and a 300-foot wide beach. An additional \$600 million in public and private investment is anticipated in the next five years. This translates into first-class hotels, restaurants and shopping experiences which make the City an attractive year-round convention, conference and meeting location.

Virginia Beach is in the midst of a major renaissance. Center stage in this transformation is the new \$202 million Virginia Beach Convention Center. The first phase of this new state-of-the-art facility will be completed in June of 2005, with the second phase finished in January of 2007.

Virginia Beach Convention Center

The new VBCC will offer over 500,000 gross square feet of space and will include a 150,000 square foot column-free exhibit hall, approximately 29,000 square feet of meeting space and a 31,029 square foot ballroom. Up to one million visitors annually are expected to visit the new Center. The requested work(s) will be displayed in the

90,000 square foot pre-function lobby. This new facility offers 2,230 free parking spaces and will be situated just blocks from one of the mid-Atlantic's most beautiful beaches.

The exhibit hall, divisible by four, will have 40-foot ceilings, along with 10 feet by 10 feet grids permanently etched into the floor to facilitate setting up of exhibits. Each of the four hall subdivisions will be supported by services including: meeting room suites, concessions, ample and handsomely appointed pre-function and registration spaces, show management offices overlooking the exhibit hall, conveniently located registration, storage rooms and other support areas.

Technology

The VBCC will also provide the latest in wired and wireless communications technologies. The wood paneled 31,029-foot ballroom will utilize programmable

LED lighting to provide special effects lighting never before used in a ballroom. Ample electrical service and an overhead grid of rigging points will be available in the ballroom to support the most demanding of special audio or visual requirements. Utility service will be provided on a 30-foot grid in the exhibit hall floor and each location will contain 60 or 100-amp electrical service, fiber optic and category-VI cable, water and drain service. A network of empty 6-inch conduits will be located throughout the exhibit hall to support special needs.

Amenities

Along with the video art wall, a "porch-like" venue for an outdoor experience will be adjacent to an enclosed pre-function area in front of the ballroom. A 10-story observation deck will allow attendees the opportunity to view the inviting skyline of the oceanfront.

Design & Construction Team

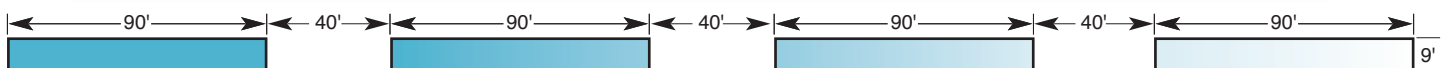
The new VBCC was designed by the world-class architectural firm of Skidmore, Owings & Merrill (SOM). As one of the world's largest architectural and engineering firms, SOM has designed structural greats such as the Sears Tower, John Hancock Center in Chicago, Bank of America building in San Francisco, Dallas Convention Center expansion, Hong Kong Convention and Exhibition Centre and Korea World Trade Centre. The Chicago-based firm also has designed other large public facilities around the world, including an award-winning arena in Lisbon, Portugal. SOM has long been involved in convention center design and appreciates the contribution a major public building can make to the vitality of a city.

For more information about the VBCC, visit www.virginiabeachconventioncenter.com.

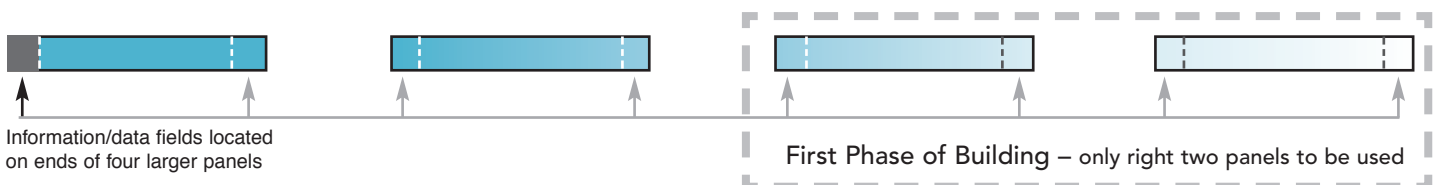


Animated Video Wall

Total Video Wall Measurements



Wall art should be made to encompass entire four panel installation, however it also must be croppable. Art may possibly only be displayed on one or two of the panels at any given time, or have information/text overlaid on end panels. See diagram below.





City of Virginia Beach

VBgov.com

PURCHASING/ DIVISION/DEPARTMENT OF FINANCE
(757) 427-4438
FAX (757) 426-5601

KEMPSVILLE BUILDING, 2ND FLOOR
2388 COURT PLAZA DRIVE
VIRGINIA BEACH, VIRGINIA 23456

January 21, 2005

TO: All Interested Artists/Artist Teams

FROM: City of Virginia Beach

RE: Call to Artists/Request For Proposal, RFP#CCVB-5-0028, Video/Digital Artwork

The City of Virginia Beach is presently seeking to commission two artists or artist teams to each create one piece of video/digital artwork for display at the new Virginia Beach Convention Center located in Virginia Beach, Virginia. To further this project, the City has developed the attached comprehensive document to provide all interested potential artists/artist teams sufficient information to enable them to respond to the "*Call to Artists*" in an equitable manner.

The "*Call to Artists*" details artist eligibility, the selection process, the technical specifics of the facility, the application requirements and all pertinent information concerning the process and project. However, if there are questions you may have that are unanswered, it also includes contact points to provide you with additional information if necessary. Your attention is also directed to the sample City of Virginia Beach services agreement that is included. This is a two party agreement that the selected artists/artist teams will be required to execute. It contains standard contractual terms and requirements that govern all contractual agreements with the City of Virginia Beach.

On behalf of the City, we look forward to your response to our "*Call to Artists*," and encourage you to apply. Please feel free to contact me or either of the other named City representatives should you have any questions.

Sincerely,

Bill S. Davis

Bill S. Davis, CPPO
Purchasing Agent

Attachments

THE CITY OF VIRGINIA BEACH DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS

COMMONWEALTH OF VIRGINIA

CONTRACT NO.: _____

CITY OF VIRGINIA BEACH

AGREEMENT BETWEEN
THE CITY OF VIRGINIA BEACH, VIRGINIA
AND
(COMPANY)

I. IDENTIFICATION OF PARTIES

This Contract, made and entered into as of this _____ day of _____, 2004, by and between the City of Virginia Beach, Virginia, a municipal Corporation of the Commonwealth of Virginia, hereinafter referred to as the "City," and [company name] an [insert entity i.e. corporation, partnership, etc.] having a principal place of business (or residing at) [complete address] hereinafter referred to as "Contractor".

The parties to this Contract, in consideration of the mutual covenants and its stipulations set forth below, agree as follows:

II. SCOPE OF WORK

Contractor shall perform _____ [describe specific services/goods to be provided, duties, obligations and standards of the work to be performed; in addition, the delivery location of the product, if same is tangible, should be specifically stated].

OR

[Where the scope of services is specifically set forth in other documents and the author wishes to refer to such in lieu of repeating the descriptions in the contract, incorporation by reference, may be utilized. An example of such clause is:]

Contractor shall perform services as specified in a certain proposal of Contractor [RFP #] dated _____, 20__, which is attached hereto and made a part of this Contract by reference as if repeated verbatim herein. In the event that a conflict exists between the referenced proposal of Contractor dated _____, 20__, and the terms of this Contract, the terms of this Contract shall govern and supersede any such conflicting terms of the proposal.

III. CONSIDERATION AND SCHEDULE OF PAYMENT

In consideration of the work to be performed by Contractor, as set forth under paragraph II entitled Scope of Work, the City agrees to pay Contractor the total sum of \$_____ payable as follows: [Insert applicable schedule of payment]

IV. TERM OF CONTRACT

This Contract shall commence on the date set forth in Paragraph I herein, and shall continue in force for the term of _____ months/years and shall terminate on _____, 20__.

Time is of the essence in this Contract. The Contractor expressly acknowledges that in the performance of its obligations, the City is relying on timely performance and will schedule operations and incur obligations to third parties in reliance upon timely performance by the Contractor and may sustain substantial losses by reason of timely performance.

V. NON-ASSIGNMENT

Contractor shall not assign its rights and duties under this Contract without the prior written consent of the City.

VI. APPLICABLE LAW/COMPLIANCE WITH ALL LAWS/PROMPT PAYMENT/VENUE

A. Applicable Law

This Contract shall be deemed to be a Virginia Contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

B. Compliance With All Laws

Contractor shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Contract prior to the initiation of work. **[If the contractor is a corporation, partnership or limited liability company, add:]** Contractor further expressly represents that it is a corporation, partnership, or limited liability company in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of this Contract. **[Where appropriate add:]** Contractor shall at all times observe all health and safety measures and precautions necessary for the sanitary and safe performance of Contractor's obligations hereunder.

The Contractor shall keep fully informed of federal, state, and local laws, bylaws, ordinances, orders, decrees, and regulations of governing bodies, courts, and

agencies having any jurisdiction or authority that affects those engaged or employed on the work, the conduct of the work, or the execution of any documents in connection with the work. The Contractor shall observe and comply with such laws, ordinances, regulations, orders, or decrees and shall indemnify and hold harmless the Owner and its agents, officers, or employees against any claim for liability arising from or based on their violation, whether by himself, his agents, his employees, or subcontractors. If the Contractor observes that the contract documents are at variance therewith, he shall promptly notify the Owner in writing. The Contractor shall execute and file the documents, statements, and affidavits required under any applicable federal or state law or regulation affecting his bid or Contract or prosecution of the work thereunder. The Contractor shall permit examination of any records made subject to such examination by any state or federal agency charged with enforcement of such law.

C. Payments to Subcontractors

In accordance with Title 2.2, Chapter 43, Article 4 of the Code of Virginia (Virginia Public Procurement Act), the Contractor shall make payment to all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the Owner; or, shall notify the Owner and subcontractor in writing of the intention to withhold all or part of the amount due along with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of one (1%) percent per month, unless otherwise provided in the contract, to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein.

These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide Owner with its social security number or federal taxpayer identification number prior to any payments being made under this Contract.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation of the Owner. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

D. Venue

Any and all suits for any claims or for any and every breach or dispute arising out of this Contract shall be maintained in the appropriate court of competent jurisdiction in the City of Virginia Beach.

VII. NONDISCRIMINATION/DRUG-FREE WORKPLACE

- A. Employment discrimination by Contractor shall be prohibited. During the performance of this Contract, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. Contractor, in all solicitations or advertisements for employment placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. Contractor will include the provisions of the foregoing Sections 1, 2, and 3 in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. During the performance of this Contract, Contractor agrees as follows:

1. Contractor will provide a drug-free workplace for Contractor's employees.
2. Contractor will post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
4. Contractor will include the provisions of the foregoing Sections 1, 2, and 3 in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

VIII. TERMINATION WITHOUT CAUSE

The City may at any time, and for any reason, terminate this Contract by written notice to the Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to the Contractor by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal or Paragraph I of this Contract.

In the event of such termination, the Contractor shall be paid such amount as shall compensate him for the work satisfactorily completed, and accepted by the City, at the time of termination.

If the City terminates this Contract, the Contractor shall withdraw its personnel and equipment, and shall cease performance of any further work under this Contract, and turn over to the City any work completed or in process for which payment has been made

IX. TERMINATION WITH CAUSE/DEFAULT/CANCELLATION

In the event that Contractor shall for any reason or through any cause be in default of the terms of this Contract, the City may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal or in Paragraph I of this Contract.

Unless otherwise provided, Contractor shall have ten (10) days from the date of such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, the City may immediately cancel and terminate this Contract as of the mailing date of the default notice.

Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to the City any work in process for which payment has been made.

In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

X. HOLD HARMLESS-INDEMNIFICATION

It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, agents or employees under or in connection with this Contract or the performance or failure to perform any work required by this Contract. Contractor agrees to indemnify and hold harmless the City and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by the City, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees or officials.

XI. MODIFICATION

There may be no modification of this Contract, except in writing, executed by the authorized representatives of the City and the Contractor

XII. NON-APPROPRIATION – AVAILABILITY OF FUNDS

It is understood and agreed between the parties hereto that the City shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this Contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Contract, the City shall immediately notify Contractor of such occurrence and this Contract shall terminate on the last day of the fiscal year for which (an) appropriation(s) (was) were received without penalty or expense to the City of any kind whatsoever.

XIII. INSURANCE

Contractor agrees to secure and maintain in full force and effect at all times during the term of this Contract, the following policies of insurance:

1. Workers' Compensation Insurance as required under Va. Code Title 65.2.
2. Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability coverages, in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL). Such insurance shall name the City of Virginia Beach as an additional insured.
3. Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).
4. Errors and Omissions (Professional Liability) Insurance at limits not less than one million dollars (\$1,000,000).

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City, and shall carry the provision, that the insurance will not be cancelled or materially modified without thirty (30) days prior written notice to the City.

XIV. CLAIMS FOR EXTRA COMPENSATION

If Contractor encounters work and services not included in this Contract or any supplement thereto but which in the opinion of Contractor is necessary for the successful completion of the Contract and requires extra compensation, Contractor shall, before it begins the work on which it bases its claim, promptly notify the City in writing of its intention to perform the work and to make claim for extra compensation. Notification by Contractor under the terms of this paragraph shall not be construed as proving the validity of the claim. No claim for extra compensation will be filed or

considered unless notification is given as herein set forth.

Upon notification, the City shall promptly review any claim for extra compensation. If a claim is accepted by the City, it shall be paid as extra work in accordance with the terms of a supplemental agreement executed by the parties before such work is begun.

The amounts claimed as extra compensation by Contractor shall be separately itemized, become a part of the claim, and serve as documentation thereto. The amounts itemized shall be in sufficient detail to enable the City to analyze the need for the extra work and the costs claimed for the work. **[Where appropriate add: Where Contractor intends to claim the costs (other than attorney's fees) of preparing a claim for extra compensation, such costs incurred by Contractor in preparing a claim shall be maintained in a separate account, clearly coded and identified, and shall be subject to audit by the City].**

XV. AUDITS

The City shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating to or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three (3) years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the City, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor's office or place of business in Virginia Beach, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Virginia Beach, Virginia, which is convenient for the City.

This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the city may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

XVI. OWNERSHIP

Contractor acknowledges that all services it provides under this Contract are provided as an independent contractor on a work-for-hire basis. All intellectual property rights and other proprietary rights in any work resulting from the performance of services under this Contract shall vest and be held in the name of the City

As evidence of their agreement to the terms and conditions set forth herein, the parties affix their authorized signatures hereto:

[COMPANY NAME]

CITY OF VIRGINIA BEACH, VIRGINIA

By: _____
Signature

By: _____
Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Content:

Approved as to Legal Sufficiency:

Using Agency

City Attorney